



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. Department of Commerce
AND THE
U.S. Department of Agriculture**

I. General Information

WHEREAS, the U.S. Department of Commerce (Commerce) has responsibility for supporting and sustaining economic growth and development, and, through the National Oceanic and Atmospheric Administration (NOAA), has responsibility for understanding, monitoring, and predicting weather and climate, including variations and changes in climate extremes, oceans, and coasts, and for sharing knowledge and information of interest to agriculture, forestry, and rural and urban communities to enhance the resilience of economies and ecosystems, across the Nation;

WHEREAS, the U.S. Department of Agriculture (Agriculture) has responsibility within the Federal Government to monitor and assess national and international food supplies and natural resource conditions, and acquires, analyzes and interprets weather and climate information for the purpose of providing appropriate information related to the impacts of weather and climate on ecosystems, rural communities, forestry, and agricultural production to the people of the United States; and

WHEREAS, there is increasing risk and vulnerability to rural and urban communities, tribal lands, the agricultural and forestry sectors, transport, and utilities from extreme weather events such as drought, flood, fire, tropical cyclones, and periods of high temperature, and there is evidence that these risks are changing due to climate change;

NOW, THEREFORE, Commerce and Agriculture enter into this Memorandum of Understanding (MOU) covering cooperative efforts to advance the development, sharing and application of weather, climate, economic and demographic information for risk management with respect to agriculture, forestry, and other resource management decisions, with an emphasis on food and energy security, international trade, water availability, water management and ecosystem protection in the face of changing environmental, economic, and social conditions.

II. Reference and Authorities

Commerce enters into this MOU pursuant to the authority vested in it by 15 U.S.C 313; Agriculture enters into this MOU pursuant to the authority vested in it by 7 U.S.C. 2201. This MOU supersedes the 1995 agreement between the two Departments relating to coordination and cooperation in climate and weather matters.

III. Purpose

The purpose of this MOU is to provide a framework for Agriculture and Commerce/NOAA cooperative efforts to meet the weather and climate information needs of the Department of Agriculture, Tribes, the agricultural and forestry sectors, rural and urban communities, and other stakeholders that rely on this information to make business and natural resource management decisions. The agreement will (1) strengthen Commerce's and Agriculture's development and delivery of relevant local and regional climate information services to agricultural, forestry, rural economies, and related sectors; and (2) foster improved understanding by end-users in these sectors of the value and use of weather and climatological information and its integration with social and economic information in planning and operational activities.

As appropriate, subsidiary agreements will provide details on specific collaborative activities. When such agreements are developed, they will become addenda to this MOU. These subsidiary agreements will cover various activities, including, without limitation:

1. Improved forecast reliability and projection of weather and climate extremes (e.g., onset, duration, severity), including studies, applications, and interpretations of agro-meteorological information needed in connection with droughts, flooding, tropical cyclones, storm surges, wildfire, insect pests and diseases, invasive species, and other spreading and intensifying environmental hazards.
2. Improved accessibility, compatibility, and sharing of data, analysis, and expertise by, for example, supporting the development of regional and international drought and disaster early-warning information systems; promoting interagency coordination across economic development and economic statistics offices and datasets; and developing timely, user-friendly communications tools and processes to inform preparedness, response, and adaptation, building on existing information networks in a multiple-hazards framework.
3. Improved drought and water resources data acquisition, monitoring networks, and databases, including the National Soil Moisture Monitoring Network, and continuing the successful collaboration between Commerce and Agriculture in the jointly published Weekly Weather and Crop Bulletin.
4. Enhanced adaptation strategies, and best practices and technologies for at-risk regions throughout the United States and other relevant areas affecting United States commodities and markets and natural resource management; improved integrated weather, climate, and economic research, tools, and models to enhance decisionmaking, risk management, and long-term sustainable development planning such as developing, testing, and evaluating weather and crop-yield models, and formulating integrated projections and scenarios to promote resilient ecosystems and communities in a changing environment.

IV. Responsibilities of the Departments

These responsibilities will be set out in subsidiary agreements.

V. Programming, Budgeting, Funding, and Reimbursement Arrangements

Within the terms of this MOU, budgeting, funding and reimbursements will be accomplished by the respective Departments in accordance with arrangement details established in subsidiary agreements and subject to the availability of appropriated funds for these purposes. The expenses of the cooperating Departments shall be limited to those necessary to perform the activities stated above.

VI. Publications

The results of these cooperative activities may be published jointly or by either of the Departments separately. Manuscripts resulting from these activities should be submitted to the other Department for suggestions and approval prior to publication.

VII. Publication Affairs and Press Liaison

Jointly produced data and information shall be released simultaneously by both Departments or with concurrence by the other when a release is by one Department.

VIII. Subsidiary Agreements

Additional working agreements between the Departments relating to the areas covered in paragraph III shall be effected in writing and signed by Department officials at levels of authority appropriate to the activity to be carried out under the subsidiary agreement. The signed subsidiary agreements then shall become addenda to this MOU. Subsidiary agreements will be jointly reviewed at least every 3 years by those parties entering into the subsidiary agreement.

IX. Third Party Liability

Each Department will be responsible for processing any claims arising out of the negligent or wrongful acts or missions of its employees.

X. Amendments and Review

This MOU may be amended in writing at any time by the mutual consent of the Departments concerned and shall be reviewed at an interval of not less than 3 years from the latest signature. Each Department agrees that prior to major changes in policy, budgets, or procedural practices affecting this MOU or subsidiary agreements, such information will be communicated to the other Department.

XI. Other Provisions

Nothing herein is intended to conflict with current Office of Management and Budget, Commerce, or Agriculture directives. If the terms of this MOU are inconsistent with existing or future directives or decisions of any of those three Departments, then those portions of this MOU which are determined to be inconsistent shall be invalid, but the remaining terms and conditions of this MOU not affected by an inconsistency shall remain in full force and effect. Should disagreement arise between Commerce or Agriculture representatives as to the interpretation of the provisions of this MOU or any amendment thereto, that cannot be resolved at the operating level, the area of disagreement should be clarified in writing by each party and presented to the other party for consideration at least 10 days prior to forwarding to an appropriate higher authority for resolution.

XII. Terms of MOU

1. The terms of this MOU will become effective upon signature of both approving officials of the respective Departments entering into this MOU. The terms of this MOU will remain in effect until termination by mutual agreement or by 30 days advance written notice of either party.
2. Agriculture and Commerce and their respective agencies and offices will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
3. Nothing in this MOU shall obligate either Agriculture or Commerce to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of Agriculture and Commerce will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
4. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.


APPROVED:

U.S. DEPARTMENT OF COMMERCE


U.S. DEPARTMENT OF AGRICULTURE



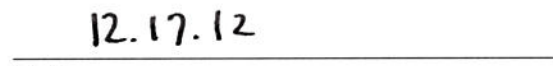
Rebecca M. Blank
Acting Secretary of Commerce



Thomas J. Vilsack
Secretary of Agriculture



Date



Date